

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

MAY 24 2012

PATRICIA PRESLEY, COURT CLERK
by _____ DEPUTY

THOMAS and BECKY BANKS,)
Plaintiffs,)
v.)
ALLSTATE INDEMNITY COMPANY,)
Defendant.)

) Case No. _____

CG -2012-3181

PETITION

COME NOW, Plaintiffs, Thomas and Becky Banks, (hereinafter "Plaintiffs"), by and through their attorneys, Goolsby, Proctor, Heefner & Gibbs, P.C., and for their cause of action against Defendant, Allstate Indemnity Company, (hereinafter "Allstate"), and allege and state as follows:

PARTIES

1. Plaintiffs, Thomas and Becky Banks, are citizens and residents of Kingfisher County, Oklahoma.
2. Defendant, Allstate Indemnity Company, is an Illinois company doing business in Oklahoma County, State of Oklahoma.

JURISDICTION AND VENUE

3. The amount in controversy exceeds Seventy-five Thousand Dollars (\$75,000), exclusive of interest and costs, therefore this Court has jurisdiction.
4. Venue in this Court is proper because the Defendant does business in Oklahoma County.

EXHIBIT

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COUNT ONE—BREACH OF CONTRACT

COME NOW Plaintiffs and for their First Cause of Action against Defendant, Allstate Indemnity Company, (hereinafter "Allstate") for breach of contract, would allege and state as follows:

5. On or about May 24, 2011, a tornado occurred at a home owned by Plaintiffs, located at RR1, Box 573, Cashion, Kingfisher County, Oklahoma.

6. At the time of the tornado, Plaintiffs' property was insured through Defendant Allstate, policy number 9 21 518810 05/25.

7. After the tornado occurred, Plaintiffs filed a sworn proof of loss statement which itemized Plaintiffs' loss.

8. Defendants Allstate has breached its contract with Plaintiffs by denying coverage under the insurance policy and refusing to pay the full amount due despite Plaintiffs' demand for payment.

9. Plaintiffs have performed all conditions precedent to recover under the insurance policy and have not excused Defendant Allstate's breach.

10. As a result of Defendant Allstate's breach of contract, Plaintiffs have sustained damages exceeding the sum of seventy-five thousand dollars (\$75,000).

WHEREFORE, Plaintiffs demand judgment against Defendant Allstate on Plaintiffs' First Cause of Action for Breach of Contract in excess of seventy-five thousand dollars (\$75,000), including costs of this action, attorney's fees, lost rents, income and/or revenues, punitive damages, interest at a rate allowed by law, injunctive relief, and such other and further relief as the Court may deem just and proper.

COUNT TWO—BAD FAITH

COME NOW Plaintiffs and for their Second Cause of Action against Defendant Allstate, would reallege and restate each and every material allegation in Count One of this Petition and would further allege and state as follows:

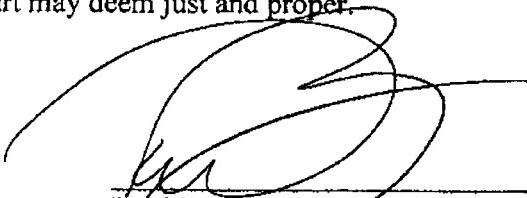
11. Defendant Allstate's refusal to pay Plaintiffs' claim was unreasonable under the circumstances, and Defendant Allstate thereby violated its duty of good faith and fair dealing with Plaintiff.

12. As a result of Defendant Allstate conduct Plaintiffs have suffered damages in an amount to be determined by a jury, but in excess of \$75,000.

13. Defendant acted intentionally, outrageously, and/or in reckless disregard for its obligations to the rights of the Plaintiffs.

14. Defendant is liable for punitive damages in an amount to be determined by a jury, but in excess of \$75,000.

WHEREFORE, Plaintiffs demand judgment against Defendant Allstate on Plaintiffs' Second Cause of Action for Bad Faith in excess of seventy-five thousand dollars (\$75,000), including costs of this action, attorney's fees, punitive damages, interest at a rate allowed by law, and such other and further relief as the Court may deem just and proper.



David Proctor, OBA # 13863
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Attorneys for Plaintiffs

**JURY TRIAL DEMANDED
ATTORNEY LIEN CLAIMED**